

REMARKS

In the **final** Office Action of October 22, 2010, the Examiner noted that claims 1-14, 17, and 19-23, 25-28 were pending and rejected claims 1-5, 7, 21 and 25-28 all other claims being withdrawn. Claims 1, 2, 4, 7, 17-21, 25, 29 and 30 have been amended, no claims have been canceled, claim 31 is new, and, thus, in view of the foregoing, claims 1-14, 17, and 19-23, 25-31 remain pending for reconsideration which is requested. No new matter has been added. The Examiner's rejections are traversed below.

REJECTIONS under 35 U.S.C. § 103

Claims 1, 2, 4, 5, 7, 17, 21 and 25-28 stand rejected under 35 U.S.C. § 103(a) as being obvious over Gorday, U.S. Patent No. 6,665,521 in view of Kotzin, U.S. Patent No. 6,864,501 in further view of Ghimikar, U.S. Patent No. 6,216,001. The Applicant respectfully disagrees and traverses the rejection with an argument and amendment.

Gorday discusses a system of communicating between a wireless network and a plurality of wireless devices.

Kotzin discusses mobile communications devices including a device having a first radio module removably coupled a second electronics device, having a second radio module removably coupled, the radio modules supporting common radio communications devices when both of the first and second radio modules are coupled to the same device, and the first and second

radio modules supporting radio communications of the first and second devices when coupled.

Ghirnikar discusses service level recognition and registration processing in a wireless communication device.

On page 2 of the Office Action in the *Response to Arguments*, it is asserted that "Gorday is silent about what if the user A is out range of the partner and the designated message for the user A has arrived at the partner. This is when the Ghimikar reference comes in the picture. Ghimikar's teaching suggest that the partner who received the designated message for the user A can temporarily store the message and would not forward to the user A until user A in range."

The Applicants respectfully disagree and submit that such assertion may only concluded using impermissible hindsight.

Gorday seeks to solve the issue of "link reliability and coverage holes" (col. 1, lines 25-27) and proposes to access a first device, that is out of range according to a primary protocol, through a second device which is reachable by the primary protocol and within range of the first device via a secondary protocol (see for instance the explanation col. 5, lines 25-45).

In this context, Gorday provides that the message is forwarded to the destinee (first device) via the second device when both are connected via the secondary protocol (col. 3, lines

33-50). This document thus teaches away from storing a message and seeks to the contrary to access the destinee, even if this implies using the secondary protocol and devices connected to the destinee via this secondary protocol.

It may be noted that Gorday also teaches to send a message intended for a device 29 not only to this device 29, but also to partner devices 22 to 28, where the message would be received and stored (col. 4, lines 30-45). The idea is to keep a copy of the message in case the message received by device 29 is corrupted. In the situation addressed, all partner devices are however accessible (within range) and this paragraph of Gorday thus also fails to suggest storing a message intended for a device that is out of range.

Gorday therefore fails to teach or suggest that a message intended for an out of range device should be stored, let alone where it should be stored.

In this respect, the Office assumes (Office Action, page 2) that a person skilled in the art would envisage in the context of Gorday that a destinee (or addressee) of a given message, received from the base station 12 of the primary protocol, could be intended for an addressee that is out of range.

This is however against the teachings of this document which systematically provides that a message is sent from the

base station to the destinee device either because this device is reachable directly from the base station 12 via the primary protocol, or through another reachable device, then via the second protocol (hence the use of exchanging access information to determine which members may participate, see col.3). The base station sends no message that needs storing for totally unreachable devices.

Lastly, even following *arguendo* the reasoning of the Office that the one of ordinary skill in the art would obviously turn to Ghirnikar, it should be pointed out again that Ghirnikar can only suggest to store messages in a central "messaging system" (see e.g. col. 6, line 65), not in a local node (such as base transmitter 111 in Figure 1B).

This is because it cannot be known in advance with which local node (base transmitter or "full service coverage area" as per Ghirnikar, col. 7, line 1) the device will resume connection. Storing the undelivered message in a local node would consequently be totally unlikely to correctly perform the function of delivering messages to a user returning to any full service coverage area (i.e. connecting with any of the plurality of base transmitters of Figure 1B).

Thus, Ghirnikar cannot teach or suggest storing a message in a local node of Gorday, i.e. either in the base station 12 (local node for the primary protocol) or in a partner

device (local node for the secondary protocol).

As a consequence, neither the base station nor any partner device can be equated to the claimed communication management unit which stores a message intended for an out of range addressee.

For at least the reasons discussed above, Gorday, Kotzin and Ghirnikar, taken separately or in combination, fail to render obvious the features of claims 1 and 25 and the claims dependent therefrom.

Claims 27 and 28 stand rejected under 35 U.S.C. § 103(a) as being obvious over Gorday in view of Kotzin in view of Applicant Admitted Prior Art. The Applicant respectfully disagrees and traverses the rejection with an argument.

AAPA adds nothing to the deficiencies of Gorday and Kotzin as discussed above.

For at least the reasons discussed above, Gorday, Kotzin and AAPA taken separately or in combination, fail to render obvious the features of claims 27 and 28.

Withdrawal of the rejections is respectfully requested.

NEW CLAIMS

Claim 31 is new. Support for the claims may be found, for example, in originally filed claim 18. The Applicants submit that no new matter is believed to have been added by the amendment of the

claims. The features of claim 31 are not disclosed or taught by the prior art of record.

SUMMARY

It is submitted that the claims satisfy the requirements of 35 U.S.C. § 103. It is also submitted that claims 1-14, 17, and 19-23, 25-31 continue to be allowable. The claims are therefore in a condition suitable for allowance. An early Notice of Allowance is requested.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

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